



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

July 23, 1982

RECORDATION NO. 5703-D  
JUL 26 1982 - 10 AM  
FUND 1425

LAW DEPARTMENT  
Writer's direct  
telephone line: 359-3674

2-207A060

No. JUL 26 1982

Date.....

Fee \$.....

ICC Washington, D. C.

Ms. Mildred Lee  
Interstate Commerce Commission  
Room 2303  
Washington, D. C. 20423

Dear Ms. Lee:

I am sending to you for filing and recordation pursuant to 49 U.S.C. Section 11303, executed counterparts of an Instrument of Release dated April 15, 1982, between Morgan Guaranty Trust Company of New York, as Agent, whose address is 23 Wall Street, New York, New York 10015, and Seaboard Coast Line Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Instrument, Morgan Guaranty Trust Company of New York acknowledged the complete satisfaction and full release of the Railroad Company's obligations under, and assigned, transferred and set over to the Railroad Company all of the equipment subject to, the Conditional Sale Agreement dated as of April 15, 1970, which was filed and recorded with the Interstate Commerce Commission on May 5, 1970 and assigned Recordation No. 5703.

Attached hereto is a draft in the amount of \$10.00 payable to the Interstate Commerce Commission to cover the recordation fee for said Instrument.

This letter of transmittal is signed by an officer of Seaboard Coast Line Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Instrument to me.

Yours very truly,

*Edward C. Tannen*  
Edward C. Tannen

**Interstate Commerce Commission**  
Washington, D.C. 20423

**OFFICE OF THE SECRETARY**

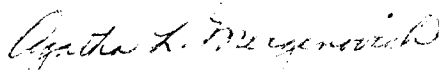
Edward C. Tannen  
Law Department  
The Family Lines Rail System  
500 Water Street  
Jacksonville, Florida 32202

July 26, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/26/82 at 10:10AM , and assigned re-recording number(s). 5703-D (Release)

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

INSTRUMENT OF RELEASE, dated this 15th day of April, 1982, between Morgan Guaranty Trust Company of New York, hereinafter called the "Assignee", and Seaboard Coast Line Railroad Company, hereinafter called the "Railroad",

RECORDATION NO. 5703-1  
JUL 26 1982 10 10 AM  
INTERSTATE COMMERCE COMMISSION

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of April 15, 1970, between Southern Iron & Equipment Company (the "Vendor") and the Railroad, it was agreed that the Vendor would sell and deliver to the Railroad the Railroad equipment described in Schedule A thereto ("the Equipment"); and

WHEREAS, by an Agreement and Assignment, also dated as of April 15, 1970 (the "Assignment") between the Vendor and the Assignee, the Vendor assigned, transferred, and set over to the Assignee, its successors and assigns, all the right, title and interest of the Vendor under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act (now 49 U.S.C. 11303), on May 5, 1970 and assigned Recordation Number 5703; and

WHEREAS, Article 5 of the Conditional Sale Agreement provides that the Vendor shall retain full legal title to and property rights in the Equipment until the Railroad shall have made all its payments under the Conditional Sale Agreement and shall have kept and performed all its agreements therein contained.

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Assignee does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement and Assignment, (2) transfer title to the Equipment to the Railroad and (3) release and discharge the Railroad from said Conditional Sale Agreement and any supplement or amendment related thereto.

The Railroad does hereby release and discharge the Assignee from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, and will furnish a recorded counterpart thereof to the Assignee.

This instrument may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Assignee and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

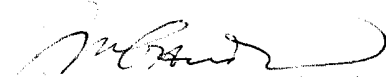
By



Vice President

(Corporate Seal)

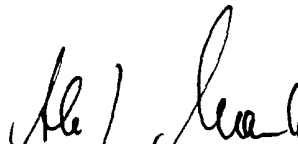
ATTEST:



Assistant Secretary

SEABOARD COAST LINE RAILROAD COMPANY

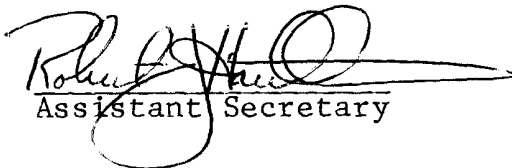
By



Senior Vice President - Finance

(Corporate Seal)


ATTEST:



Assistant Secretary

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 16<sup>th</sup> day of July 1982, before me personally appeared P. J. Crooks, to me personally known, who, being by me duly sworn says that he is an Vice President of Morgan Guaranty Trust Company of New York, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

  
Notary Public

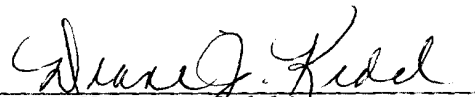
HAROLD ROBINSON  
Notary Public, State of New York  
Qualified in Queens County  
Certificate Filed in New York County  
No. 41-4731138  
Commission Expires March 30, 1984

My commission expires:

(Notarial Seal)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 6 day of July, 1982, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn says that he is Senior Vice President - Finance of Seaboard Coast Line Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My commission expires: **NOTARY PUBLIC, STATE OF FLORIDA**  
My commission expires April 20, 1986  
Bonded by American Fire & Casualty Company

(Notarial Seal)

# SCHEDULE A

<u>Lot</u>	<u>Type</u>	<u>Manufacturer's Specifications</u>	<u>Manufacturer's Plant</u>	<u>Quantity</u>	<u>Railroad Road Numbers (Both Inclusive)</u>	<u>Unit Recon-struction Cost (including freight charges)</u>	<u>Total Recon-struction Cost (including freight charges)</u>	<u>Delivery</u>
1	55-ton 40'6" rebuilt box cars with 9' sliding doors.....	No. 69-140*	Chamblee, Ga.	400	SCL 11050 to 11449	\$8,565	\$3,426,000	April-July, 1970
2	55-ton 40'6" rebuilt box cars with 6' sliding doors.....	No. 69-140*	Chamblee, Ga.	100	SCL 10950 to 11049	\$9,040	\$ 904,000	August-October, 1970

\* As revised 1/21/70.

<u>Lot</u>	<u>Type</u>	<u>Unit Purchase Price</u>	<u>Total Purchase Price</u>	<u>Deferred Purchase Price Per Unit</u>	<u>Total Deferred Purchase Price</u>
1	55-ton 40'6" rebuilt box cars with 9' sliding doors.....	\$9,190	\$3,676,000	\$8,315	\$3,326,000
2	55-ton 40'6" rebuilt box cars with 6' sliding doors.....	\$9,665	\$ 966,500	\$8,748	\$ 874,000